

**STATE OF LOUISIANA  
DEPARTMENT OF WILDLIFE AND FISHERIES**

**REQUEST FOR PROPOSALS  
FOR  
DEVELOPING A COMMERCIAL MENHADEN  
BAIT INDUSTRY IN LOUISIANA**

**AUGUST 20, 2009**



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# REQUEST FOR PROPOSAL DEVELOPING A COMMERCIAL MENHADAEN BAIT INDUSTRY IN LOUISIANA

## 1 GENERAL INFORMATION

### 1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified parties who are interested in developing a commercial menhaden bait supply for Louisiana fishermen as described in the Scope of Work in Part 2.1. as allowed by Louisiana Revised Statute 39:1503.

### 1.2 Background

The Louisiana Department of Wildlife and Fisheries (LDWF) is soliciting proposals from Louisiana businesses interested in improving the availability of the menhaden bait supply in Louisiana. Proposals should address methods necessary to better utilize menhaden landed in Louisiana as bait for the crawfish, crab, and catfish industries in addition to the recreational and for-hire fishing sectors. The majority of this bait is Gulf menhaden (*Brevoortia patronus*) or Atlantic menhaden (*Brevoortia tyrannus*) used either as an attractant in the crab trap, crawfish trap, and catfish hoop net fisheries or as cut and whole bait in the recreational fishing sector. While all crabbers use fish as bait year round; crawfish farmers and wild crawfish fishermen must have a consistent supply of fish for use during the winter and early spring when the ambient water is cold since manufactured crawfish baits are effective in water temperatures above 70 degrees. Fishermen using hoopnets to catch blue catfish *Ictalurus furcatus* also use as much as five million pounds of menhaden for bait annually. In addition, offshore recreational and for-hire fishermen use significant amounts of frozen baitfish. In 1989, Romaine and de la Bretonne estimated that the Louisiana commercial fishing sectors used between 100 and 150 million pounds of bait. This amount did not include bait used by the recreational fishing sectors. Current demand, while unknown, likely exceeds these estimates. Recent changes in almost all of these fisheries may have lessened the poundage of menhaden used today, but a demand and a need for bait menhaden both remain.

In the past Louisiana's Gulf menhaden fisheries have supported three large bait fish seining operations, none of which remain in operation. Current directed bait fisheries in Louisiana include gillnet, dip-net and seine net fisheries for gizzard shad *Dorosoma cepedianum* and some use of cut freshwater rough fish. A purse-seine fishery for Gulf menhaden (pogies) for reduction to fishmeal and fish oil does not contribute to the bait fish supply. When Louisiana crab and crawfish fisheries are in maximum production, Louisiana bait dealers often run out of locally-caught bait and must purchase from East Coast suppliers. However, 13 of the 15 Atlantic Coast states and Texas either have recently imposed or are considering restrictions on the numbers of bait fish that may be harvested. Bidding wars for bait have begun among fishing interests across the country, particularly Gulf Coast fisheries and Northeast lobster fisheries. Initiating a menhaden bait operation is the best option for improving the outlook for Louisiana bait production and commerce.

The economic impact of the industries that utilize bait fish support in Louisiana is substantial. Yearly, Louisiana fisherman harvest 35 million pounds of crab and 125 million pounds of crawfish. These landings combined with the \$475 million in direct expenditures from the

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saltwater recreational fishery have a combined economic impact of over 1 billion dollars on the State's economy with most of these expenditures take place in the coastal parishes. When Congress passed Public Law 109-234, they recognized the value of Gulf of Mexico fisheries and their need for their recovery. Specific grants were made to each state to implement fishery recovery efforts in their jurisdictions.

### ***1.3 Goals/ Objectives/Performance Measures***

LDWF seeks to find a contractor that can develop a business plan and implement a demonstration project that establishes locally harvested menhaden as a source of bait for various fishing sectors particularly crab, crawfish and catfish. The demonstration project is intended to implement a means to stabilize bait supply for the State's various user groups and to explore and standardize harvesting, cooling, holding, packaging, freezing, storage and distribution techniques.

Performance will be monitored by the data management program manager and assistant division administrator of the LDWF Marine Fisheries Division through progress reports, on-site visits, regularly-scheduled meetings, e-mails, and phone calls with Contractor. Written progress reports for the project, signed by the Contractor's Project Manager, will be due as described in Attachment 1 Section 3. Deliverables. Contractor shall submit written reports in the format provided within 30 days of the end of each period and a final report upon submission of the final invoice at the end of the project. Progress reports must show the status of all tasks, problems encountered and proposed solutions, and meet the approval of the Marine Fisheries Division Administrator.

Performance will be measured by timely submission of progress reports which clearly describe project status and completion of performance elements of all tasks identified in the Scope of Services, and by verified accuracy, completeness and timeliness of task completion and system performance.

## **2 ADMINISTRATIVE INFORMATION**

### ***2.1 Term of Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about January 1, 2010, and to continue through April 15, 2012.

Requests for copies of the RFP and written questions shall be directed to the RFP Coordinator listed below:

Susan Newsom  
Contracts/Grants Reviewer  
Louisiana Dept. of Wildlife and Fisheries  
P.O. Box 98000  
2000 Quail Drive, Room 256  
Baton Rouge, LA 70898-9000  
225-763-3970(office) 225-765-2892 (Fax)  
[snewsom@wlf.louisiana.gov](mailto:snewsom@wlf.louisiana.gov)

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This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp> or from the Louisiana Department of Wildlife and Fisheries website <http://www.wlf.state.la.us> or in printed form by submitting a written request to the RFP Coordinator.

### 2.2 Calendar of Events

Table 1 Calendar of Events

EVENT	DATE
Advertise RFP (in newspapers and LaPAC) and mail public announcements	August 20, 2009
Non-Mandatory Pre-proposal Conference	September 14, 2009
Deadline for receiving written proposer inquiries	September 30, 2009
Deadline to answer written inquiries	October 21, 2009
Deadline for submitting proposals	November 12, 2009
Initial scoring of proposals	December 3, 2009
Oral presentations ( if required)	December 10, 2009
Rescoring of proposals	December 15, 2009
<b>Contract Initiation - Tentative</b>	January 1, 2010

***NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.***

### 2.3 Proposer Inquiries

The State will only consider written inquiries from proposers regarding RFP requirements that are received before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (225-765-2892) by 4:00 p.m. CST on the date specified in the Calendar of Events. All questions directed to the RFP Coordinator will result in an official response. Official responses to each of the questions presented by the proposers will

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be posted within twenty-one days from receipt of question at <http://www.wlf.state.la.us> as well as be mailed to proposers and posted as an addendum on the LAPAC website.

James G. Hanifen, Marine Fisheries Assistant Division Administrator, or designee has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

### ***2.4 Non-Mandatory Pre-proposal Conference***

A non-mandatory pre-proposal conference will be held at September 14, 2009 at 10:00AM at the Department of Wildlife and Fisheries, 2000 Quail Dr., Baton Rouge, Louisiana, 70808.

Prospective proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions about this project. Please contact Lucy Rogers (225-765-5423) to verify your participation in the conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions. Therefore, proposers should submit all questions in writing (*even if an answer has already been given to an oral question*). After the conference, questions will be researched and the official response distributed in writing and/or posted on the Internet.

### ***2.5 Definitions***

**Table 2 Definitions**

<b>TERM</b>	<b>DEFINITION</b>
Contractor	A firm or individual who is awarded a contract
Proposal	A response to an RFP
Proposer	A firm or individual who responds to an RFP
RFP	A request for proposals
Shall, Must, or Will	Denotes mandatory language; a requirement that must be met without alteration
Should, Can, or May	Denotes desirable, non-mandatory language

## **3 PROPOSAL INFORMATION**

### ***3.1 Proposal Response Location***

Proposers who are interested in providing services under this RFP are required to submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline specified in the Calendar of Events. Fax or e-mail submissions will NOT be accepted.

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It is the sole the responsibility of the proposer to assure that its proposal is delivered (inside) at the specified place and prior to the deadline for submission. Proposals which for any reason are not so delivered or are incomplete will not be considered for purposes of this RFP.

### ***3.2 Minimum Qualifications of Proposer***

Proposer must demonstrate prior work experience in the transportation, delivery, and storage of refrigerated products. Proposer must submit along with their proposal customer references pertaining to refrigerated product transportation, delivery or storage. These references should include the following information:

- Scope of Project
- Curriculum vita of proposers( not to exceed 3 pages)
- Overview of any integration with other business systems
- Project start and end date
- Contact name and phone number

### ***3.3 Determination of Responsibility***

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### ***3.4 RFP Addenda***

State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Any and all addendums will be posted on the LAPAC website at <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>.

### ***3.5 Waiver of Administrative Informalities***

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.



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### ***3.6 Proposal Rejection/RFP Cancellation***

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### ***3.7 Withdrawal or Changes to Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator. Changes to proposals that have been submitted can only be prior to the deadline for proposal submission and in accordance with the Response Instructions in Section 4.0. No changes to proposals after the submission date will be allowed.

### ***3.8 Subcontracting Information***

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor.

Prior to award of the contract, the selected proposer shall provide written commitments from all subcontractors to commence work by the proposed contract effective date, to accept all contract provisions, and to adhere to an established system of accounting and financial controls adequate to permit effective administration of the contract.

Unless specifically permitted in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work herein contracted without the express prior written approval of the State.

### ***3.9 Ownership of Proposal***

All materials submitted in response to this request shall become the property of State. Selection or rejection of a proposal does not affect this right.

### ***3.10 Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

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### ***3.11 Cost of Preparing Proposals***

The State shall not be liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the State.

### ***3.12 Errors and Omissions in Proposal***

The State shall not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

### ***3.13 Contract Award and Execution***

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected proposer shall become part of any contract initiated by the State.

The selected proposer shall be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit his own standard contract terms and conditions as a response to this RFP. The Proposer should submit with his proposal any exceptions or exact contract deviations that his firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the final contract within ten (10) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### ***3.14 Code of Ethics***

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **4 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Proposals must be received on or before 4:00 PM, Central Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package must be delivered at the proposer's expense to:

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Susan C. Newsom  
Contracts/Grants Reviewer  
Louisiana Department of Wildlife and Fisheries  
P. O. Box 98000  
Baton Rouge, LA 70898-9000

For courier delivery, the street address is 2000 Quail Drive, Room 256, Baton Rouge, LA 70808 and the telephone number is (225) 763-3970. It is solely the responsibility of each proposer to assure that his proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

### ***4.2 Proposal Format***

The State requires that seven (7) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. For corporations, **a copy of a board resolution for granting such authority should be submitted.**

### ***4.3 Cover Letter***

A cover letter must be submitted on the proposer's official business letterhead stating an intent to be considered for these funds and must contain both a valid e-mail address and telephone numbers where the proposer can be reached.

### ***4.4 Technical and Cost Proposal***

Proposer should submit a proposal as specified in Attachment II which should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all areas requested.

### ***4.5 Certification Statement***

The proposer must sign and submit the Certification Statement shown in Attachment III.

## **5 EVALUATION AND SELECTION**

### ***5.1 Evaluation Team***

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

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### ***5.2 Administrative and Mandatory Screening***

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

### ***5.3 Oral Presentations***

Those reasonably susceptible of receiving an award will be selected for an oral presentation for final determination of contract award. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

### ***5.4 Evaluation and Review***

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following criteria as detailed in Attachment 2.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

**Table 3 Evaluation Scoring**

CRITERIA	MAXIMUM SCORE
1. Corporate Background/Experience/Financial Condition	15
2. Proposed Project Staff	10
3. Approach and Methodology	50
4. Cost Information	25
<b>TOTAL SCORE</b>	<b>100</b>

The proposer with the lowest total proposed cost shall receive the highest cost score. Other proposers will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where: *CS* = Computed cost score for Proposer  
*LPC* = Lowest proposed cost of all Proposers  
*PC* = Proposer's cost

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

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### ***5.5 Announcement of Contractor***

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

## **6 CONTRACTOR REQUIREMENTS**

### ***6.1 Corporation Requirements***

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### ***6.2 Insurance Requirements for Contractors***

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

#### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

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Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

### **C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
  - b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
  - c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

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### **E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

### **F. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

### **G. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### ***6.3 Billing and Payment***

Billing and payment conditions shall be negotiated with the successful proposer. The initial payment will be for the delivery of a satisfactory and timely business plan. Additional payments will be for the submission and acceptance of monthly and quarterly progress reports. The final payment will be for the receipt and acceptance of a satisfactory and timely Final Report.

If progress and/or completion reports submitted, and other Performance Monitoring results are to the reasonable satisfaction of the agency payments are scheduled as quarterly. The last quarterly payment will be held until the Final Report is completed to the satisfaction of the agency. This payment for the final report payment will also include the regular final quarterly payment.

### ***6.4 Confidentiality***

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor

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outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Wildlife and Fisheries.



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## **ATTACHMENT I: SCOPE OF SERVICES**

### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

#### ***1 Overview***

The project is to develop a business plan and implement the plan to produce bait for sale to Louisiana fisherman in a packaging, size and quality that best suits Louisiana's bait dependent fisheries. The source of bait must be harvested from Louisiana waters or from a Louisiana licensed vessel in Federal waters either from an existing reduction fishery or by developing an alternative fishery. This pilot project will develop and demonstrate the long term feasibility of a menhaden bait business in Louisiana.

#### ***2 Tasks and Services***

##### **A. BUSINESS PLAN OF PROPOSED BUSINESS**

The Contractor will submit a business plan for a two year time period to implement a menhaden bait business. The business plan should follow the format below but can include more information.

##### **1. The Business**

- Description of business
  - Describe the overall business operations. The description must include the proposer's plans to acquire, process, store and distribute the bait to the fishermen. The plan must also address the seasonal availability of the menhaden bait products. The plan must address best practices for having a continuous quality, bait product available year round.
- Marketing/Advertising /Public Relations
  - Describe how the proposer will market the bait, the plan must contain proposed advertising strategies and how the company will be presented to the public.
- Pricing and Sales
  - Address potential sales projections. The plan must include proposed packaging size and type as well as price structure of menhaden bait products offered for sale.
- Management/Administration
  - The plan must include curriculum vitae of the management team (not to exceed 3 pages). Numbers and description of lead workers and laborers must be identified. Financial management protocol and audit procedures must be identified in this section.

2. Financials:

- A 2 year projected Capital Outlay budget and supply list will be provide in the plan.
- Three years of historical financials must be provided, including a balance sheet which shows all assets and liabilities, in addition to profit and loss.
- Pro Forma income projections
  - Projections from the pilot menhaden bait project must be detailed by month for the first year and by quarter for the second project year. The plan must include any assumptions on which the projections are based.

3. The business plan must provide the following:

- Proposer's tax returns – last 2 years
- Personal or corporate financial statement as appropriate
- Copy of proposed lease or purchase agreement for building space
- Copy of license or other legal documents required to conduct business in the state of Louisiana.
- Copy of resumes of all principals
- Copies of letters of intent from suppliers

**B. IMPLEMENTATION OF THE BUSINESS PLAN**

The contractor will conduct a two year demonstration program based on the business plan accepted by LDWF. The demonstration project must:

1. Demonstrate the availability of sustainable local sources of menhaden for use by Louisiana's bait dependent fisheries. The contractor will evaluate and demonstrate whether the documented supply is only available in a fixed window or through episodic harvests throughout the year to meet demand.
2. Develop and demonstrate the appropriate handling, transportation, storage and distribution techniques that provide high quality sources of menhaden bait at seasonally appropriate times and quantities to support current and potential future market demand. Document problems encountered with delivering bait supplies and offer potential solutions.
3. Track type, quality and quantity of menhaden bait available in quarterly reports. (See Section 3. Deliverables)
4. Track and report monthly sales (volume and price), quality at time of processing and any losses incurred during the month detailing sources of bait, packaging and storage.(See Section 3. Deliverables)

### ***Deliverables***

The deliverables listed in this section are the minimum required elements from the successful proposer. Every proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided. It is expected that firms responding to this RFP will exceed these minimum requirements.

1. The Business plan (Attachment I Section 2) will be due 3 months after a Contract is executed. LDWF will work with the successful proposer on the final content of the business plan prior to final acceptance.
2. The Business plan, upon LDWF approval will be implemented and require the following deliverables:
  - a. Quarterly progress reports which document source, quality and quantity of menhaden acquired for bait. The reports must state method of bait acquisition and how bait quality was determined. There will be 7 quarterly reports, each due 30 days after the end of the corresponding quarter.
  - b. Monthly reports which document the handling, transportation, and storage techniques used to produce high quality baits. There will be a total of 23 monthly reports during the demonstration project. They will be due by the end of the following month. These reports must include the following details:
    - storage temperature
    - duration of storage
    - packaging type and packaging sizes
    - monthly sales (volume and prices) by parish.
  - c. A final report which summarizes and evaluates the demonstration project. The final report should document and detail the problems experienced in addition to processes that worked, identification of possible solutions to overcome obstacles encountered in the course of the project, and description of methods (either tested or untested) to improve on existing technologies for production and delivery of menhaden for bait. The final report will take the place of the last quarterly report and last monthly report. It will include all data collected up until project end date of December 1, 2011. The draft final report will be due to the Department by March 1, 2012. Any comments or questions from the department on the draft final report must be addressed by April 15, 2012.

## **ATTACHMENT II: PROPOSAL INFORMATION**

### ***1 Executive Summary***

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name and telephone number, and the stipulation that the proposal is valid for a time period of at least sixty (60) days from the date of submission. This section should also include a summary of the proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment IV and should submit whatever exceptions or exact contract modifications to the sample contract that his firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

### ***2 Corporate Background/Experience/Financial Condition-15 points***

The proposer should provide a brief description of its company including a brief history, corporate structure and organization, number of years in business, and copies of the previous two years financial statements, preferably audited.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references.

If subcontractors will be used, the proposer should clearly identify any subcontractor arrangements. The proposer should provide the same information regarding the subcontractor's company as is requested for the proposer's company.

### ***3 Proposed Project Staff-10 points***

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If subcontractor personnel will be used, the proposer should clearly identify these persons and provide the same information requested for the proposer's personnel.

#### **4      *Approach and Methodology-50 points***

- Proposer shall demonstrate understanding of the nature of the project and how its proposal will best meet the needs of the Louisiana Department of Wildlife and Fisheries, Marine Division.
- Proposer shall explain the tasks necessary to accomplish items outlined in the project objectives in Attachment I.
- Proposer shall explain the functional approach in acquisition, processing, packaging, storage and distribution of menhaden bait products to the users as described in Attachment I. Section 2. Tasks and Services.
- Proposers shall explain what deliverables will be given to the Department including a time frame for delivery.
- Proposer shall provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing and if subcontractors are used, what roles they will play.

#### **5      *Cost Information-25 points***

The Project Cost Schedule is shown in Table 1, below. Proposer shall indicate the **total cost for producing each deliverable specified** which shall include the cost for project administration, travel and expenses, and any other anticipated costs.

**Table 1. Price Schedule**

1. One( 1) business plan that addresses all points outlined in the Task and Services and provides the model that the proposer intends to follow. ....\$\_\_\_\_(33.3% of project bid)
2. Twenty-three (23) monthly reports documenting handling, transportation, storage techniques and monthly sales(volume and prices).... \$\_\_\_\_(1% of project bid per report)
3. Seven(7) Quarterly reports documenting sources, quality and quantity of menhaden purchased.....\$\_\_\_\_(1.5% of project bid per report)
4. One(1) final report which summarizes and evaluates the demonstration project .....\$\_\_\_\_(33.2% of project bid per report)

#### **6      *Administrative Information***

Provide a completed Certification Statement as shown in Attachment III.

### ATTACHMENT III: CERTIFICATION STATEMENT

*The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.*

**OFFICIAL CONTACT.** The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (     ) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least sixty (60) days from the date of proposer's signature below;
5. Proposer understands that if selected as the successful proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

SIGNATURE of Proposer's Authorized Representative	DATE
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## **ATTACHMENT IV: Menhaden Bait Industry Contract Sample**

### **STATE OF LOUISIANA**

#### **A. CONTRACT**

Be it known, that on this (Date) day of (month), 20 (year), the Louisiana Department of Wildlife and Fisheries (hereinafter sometimes referred to as "State") and (Contractor's name and legal address including Zipcode) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

#### **B. Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593 from bona fide, qualified proposers who are interested in developing a commercial menhaden bait supply for Louisiana fishermen as described in the Scope of Services. The project is to develop and implement a business plan which will provide bait to Louisiana fisherman in a packaging, size and quality that best suits the fisheries. The source of bait should be from Louisiana either from an existing fishery or by developing a fishery. This project will develop and demonstrate the long term feasibility of a menhaden bait industry in Louisiana.

#### **C. Scope of Services**

Contractor hereby agrees to furnish the following services:

- 1.** The Contractor will submit a business plan for the implementation of a menhaden bait business. The format listed in Attachment I Section 2 should be followed.
- 2.** Demonstrate the availability of sustainable local sources of menhaden for use by Louisiana's bait dependent fisheries. The contractor will evaluate and demonstrate whether the documented supply is only available in a fixed window or through episodic harvests throughout the year to meet demand.
- 3.** Develop and demonstrate the appropriate handling, transportation, storage and distribution techniques that provide high quality sources of menhaden bait at seasonally appropriate times and quantities to support current and potential future market demand. Document problems encountered with delivering bait supplies and offer potential solutions.
- 4.** Track type, quality and quantity of menhaden bait available in quarterly reports. (See Section 3. Deliverables)

5. Track and report monthly sales(volume and price), quality at time of processing and any losses incurred during the month detailing sources of bait, packaging and storage.(See Section 3. Deliverables)

#### **D. Monitoring Plan**

Performance will be monitored by LDWF Office of Fisheries Personnel through progress reports and regularly-scheduled meetings, e-mails, and phone calls with Contractor. Written progress reports for the project, signed by the Contractor's Project Manager, will be due as described in Attachment 1 Section 3. Deliverables. Contractor shall submit written progress reports in the format provided within 30 days of the end of each period and a final report upon submission of the final invoice at the end of the project. Progress reports must show the status of all tasks, problems encountered and proposed solutions, and meet the approval of the Marine Fisheries Division Administrator.

#### **E. Measures of Performance**

Performance will be measured by satisfactory and timely submission of required deliverables as described in Section 3 of Attachment I.

#### **F. Payment Terms**

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of \$\_\_\_\_\_.

Payment will be made only on approval of (Title of authorized person).

If progress and/or completion reports to the reasonable satisfaction of the agency are obtained, payments are scheduled as quarterly. The last quarterly payment will be held until the Final Report is completed to the satisfaction of the agency. The payment for the final report will be in addition to the regular final quarterly payment.

#### **G. Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number \_\_\_\_\_.

#### **H. Termination for Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor



to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

#### **I. Termination for Convenience**

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### **J. Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

#### **K. Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

#### **L. Nonassignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### **M. Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and other state or Department auditors shall have the option of auditing all accounts of contractor which relate to this contract.

#### **N. Term of Contract**

This contract shall begin on December 1, 2009 and shall terminate on April 30, 2012.

#### **O. Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### **P. Personal Information Breach Notification**

Contractor agrees to bear the entire cost of notification in the event a breach of personal information (such information can include first name or first initial and last name in combination with any one or more of the following data elements, when the name or the date element is not encrypted or redacted: social security number, driver's license number, account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account) occurs as a result of, or for reasons relating to this contract (*or memorandum of understanding, or cooperative endeavor agreement, etc.*) when such breach is attributable, either in whole or part, to the action, negligence or failure to act on the part of the contractor.

#### **Q. Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **R. Validity**

This contract is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Louisiana Division of Administration, Office of Contractual Review.

It is the responsibility of the Contractor to advise the Department in advance if contract funds or contract terms may be insufficient to complete the contract objectives.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of (enter date).

CONTRACTOR SIGNATURE:

STATE AGENCY SIGNATURES:

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